

APPENDIX J

**APPENDIX TO SECTION 11 LONG-TERM STEWARDSHIP FOR
RISK-BASED REMEDIATION SITES**

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APPENDIX J-1
MODEL DECLARATION OF RESTRICTIVE COVENANT
AND GRANT OF ACCESS

The following Model Restrictive Covenant and Grant of Access model document is to be used when response activities have been approved by MDNR and should not be used if MDNR has not approved the response activities. The final format of this document should comply with appropriate state and local recording requirements to facilitate recordation by the County Recorder of Deeds.

MODEL DECLARATION OF RESTRICTIVE COVENANT
AND GRANT OF ACCESS

This Restrictive Covenant and Grant of Access has been recorded with the _____ County Recorder of Deeds for the purpose of protecting public health, safety, and welfare, and the environment by prohibiting or restricting activities that could result in unacceptable exposure to environmental contamination present at the property located at [insert location of property in city and county] and legally described in Exhibit A hereto ("Property"). Any portion of the Property that is not subject to activity or land use restrictions is identified and distinguished by legal description and survey in Exhibit A-1.

Pursuant to an Agreement between the department and the Remediating Party, the Remediating Party implemented certain response activities at the Property approved by MDNR. These activities are briefly described herein and fully described in documents available from MDNR, a political subdivision of the State of Missouri, having a mailing address of P.O. Box 176, Jefferson City, Missouri 65102.

This Restrictive Covenant and Grant of Access with the _____ County Recorder of Deeds in order to:

[Insert appropriate description of purpose from "Model Paragraphs for Use in Restrictive Covenant," part 1, Purpose(s) of Restrictive Covenant. Note: the Model Paragraphs may be modified as appropriate for the Property.]

Summary of Response Activities.

[Insert a paragraph that briefly describes the response activities which have been conducted i.e. soil removal to remediate xyz contaminants in whatever area of the site; placement of engineered cap; remediation of groundwater; asbestos or lead paint abatement, etc., and how the response activities address unacceptable risk for all relevant pathways that require restrictions]

MDNR recommends that prospective purchasers or users of the Property

undertake appropriate due diligence prior to acquiring or using this Property.

NOW THEREFORE,

Restrictions and Conditions

(insert name of property owner), (insert mailing address of owner)
(hereinafter referred to as the “Owner”), hereby declares and covenants that the Property shall be subject to the following restrictions and conditions:

1. **Restrictions Applicable to the Property.** The following restrictions and duties apply to the property and shall be the responsibility of the owner:

[insert appropriate restrictions based on the attached “Model Paragraphs for Use in Restrictive Covenants,” part 2, “Restrictions.” The Model Paragraphs may be modified as appropriate for each Property in negotiations with MDNR.]

[IF USER DESIRES ANY USAGES TO BE SPECIFICALLY ALLOWED, INCLUDE HERE USING A STATEMENT: “THESE RESTRICTIONS DO NOT PREVENT . . .”]

[Note: mandatory activities to ensure site integrity should be added here.]

[Note: Maintenance and inspection responsibilities should be set out either here or in the Risk Management Plan.]

[Note: Any limitations on alteration of the Property should be set out here.]

2. **Contaminated Soil Management.** The Owner shall manage all soils, media and/or debris located on the Property in accordance with the applicable requirements of Missouri and federal law.
3. **Grant of Access to the department.** Owner hereby grants and conveys to the department, its agents, contractors, and employees, and to any person performing pollution remediation activities under the direction thereof, access at reasonable times to the Property to determine and monitor compliance with the Risk Management Plan and perform such investigations and actions as the department deems necessary to ensure that use, occupancy, and activities of and at the Property are consistent with this Restrictive Covenant; ensure that any remediation implemented complies with state law; perform any additional investigations or remediation deemed necessary to maintain compliance with the approved Risk Management Plan; and ensure the structural integrity and continued effectiveness of any engineering controls (if appropriate) described in this Restrictive Covenant and Grant of Access.
4. **Notice to Lessees and Other Holders of Interest in the Property.** Owner, or

any future holder of any interest in the Property, shall cause any lease, grant, or other transfer of any interest in the Property to include a provision expressly requiring the lessee or transferee to comply with this Restrictive Covenant and Grant of Access. The failure to include such provision shall not affect the validity or applicability to the Property of this Restrictive Covenant and Grant of Access.

5. **Enforceability of Restrictions; Persons Entitled to Enforce Restrictions.** This Restrictive Covenant shall run with the land and shall be binding on the Owner, future Owners, heirs, successors, lessees, or assigns and their authorized agents, employees or persons acting under their direction or control. This Restrictive Covenant shall be enforceable in an appropriate Court by Owner and/or by the department, their successors, transferees, and assigns. Owner agrees that the restrictions are enforceable, and agrees not to challenge the appropriate circuit court's jurisdiction. The State of Missouri, through MDNR, may enforce the restrictions set forth in the Restrictive Covenant by legal action in a court of competent jurisdiction.
6. **Written Notice of Property Conveyance Required.** The Owner shall provide written notice to the Director of the department, of the intent to transfer an interest in the Property not less than 14 days prior to the expected date of transfer. This notice shall include the name and business address of the transferee and the expected date of transfer. This provision does not supercede other property transfer notices and related provisions under state and federal laws and regulations (e.g., RCRA, CERCLA, etc.) and associated administrative mechanisms such as permits, orders or other agreements. Please check with project manager for program-specific requirements.
7. **Property Conveyance – Continuance of Provisions.** The Owner shall not convey any title, access, or other interest in the Property without providing notice to those acquiring the interest of the continued implementation, operation, and maintenance of any remedial action that has been implemented on the Property and requiring along with the interest the prevention of the releases and exposures described above.
8. **Severability.** If any provision of this Restrictive Covenant and Grant of Access is held invalid by any Court of competent jurisdiction, invalidity of any such provision shall not affect the validity of any other provisions hereof. Also, such provisions shall continue unimpaired in full force and effect.
9. **Amending, Modifying, or Rescinding the Restrictive Covenant.** This Restrictive Covenant and Grant of Access shall not be amended, modified or terminated except by a written instrument executed by and between the Owner at the time of the proposed amendment, modification, or termination and the department. Within five (5) days of executing an amendment, modification, or termination of this Restrictive Covenant and Grant of Access, the Owner shall record such amendment, modification, or termination, on the appropriate form

provided by the department, with the _____ County Recorder of Deeds, and within five (5) days thereafter, the Owner shall provide a true copy of the recorded amendment, modification, or termination to the department.

10. **Disputes.** Any disputes regarding provisions of this covenant that cannot be resolved by the department and the property owner will be addressed pursuant to the [rule].
11. **Institutional Control Contract.** The department's Hazardous Waste Program requires that owners of property for which a Restrictive Covenant and Grant of Access is required enter into an Institutional Control Contract with the department. Said Contract is attached hereto as Exhibit B and by this reference made a part hereof.
12. **Authority to Execute Restrictive Covenant.** The undersigned person executing this Restrictive Covenant and Grant of Access is the Owner, or has the express written permission of the Owner and represents and certifies that he or she is duly authorized and has been empowered to execute and deliver this Restrictive Covenant and Grant of Access.

SIGNATURES

The undersigned property owner or person executing this Restrictive Covenant and Grant of Access on behalf of the Owner represents and certifies that they are truly authorized and have been fully empowered to execute and deliver this Restrictive Covenant and Grant of Access.

STATE OF MISSOURI)
)
COUNTY OF) SS

Property owner(s) or authorized representative(s) thereof

Type or Print: Signature _____ Date: _____

Type or Print: Signature _____ Date: _____

IN WITNESS WHEREOF, the Owner(s) or Owner's authorized representative(s) of the above-described Property has caused this Restrictive Covenant

and Grant of Access to be executed on this _____ day of _____, 20____.
Signed in the presence of Property Owner/Authorized Representative subscribed and
acknowledged.

Subscribed and acknowledged before me this _____ day of _____, 20____.

Notary Public

My commission expires _____.

MODEL PARAGRAPHS FOR USE IN RESTRICTIVE COVENANT

1. Purpose(s) of Restrictive Covenant

Insert one or more of the following as applicable at section 1 of the restrictive covenant. Specific language in these model paragraphs may be negotiated with MDNR for each Property.

- A. That the Property is used in a manner consistent with the risk assessment and resulting risk-based remediation standards for the Property, which assessment has either been approved by the department in coordination with the Missouri Department of Health and Senior Services or EPA.
- B. That groundwater at the Property is not used [at all or for domestic uses such as drinking or bathing].
- C. That humans are not exposed to soils at the Property contaminated with substances in concentrations exceeding the levels established in the Risk Management Plan for the Property.
- D. That storm water or water of other origin does not infiltrate soils at the Property contaminated with substances in concentrations exceeding the pollutant mobility criteria established by the department.
- E. That Buildings are not constructed over soils [or ground water] at the Property contaminated with substances in concentrations exceeding the volatilization criteria established by the department [or that may potentially lead to formation of unacceptable risk-based levels of vapors inside such buildings] (defined with plat).
- F. That the engineered control(s) described herein are not disturbed and are properly maintained to prevent human and ecological exposure to soils at the Property contaminated with substances in concentrations exceeding the levels established in the RMP and/or risk assessment for the Property.
- G. Other (as circumstances require).

2. Restrictions

Specific language in these model paragraphs may be negotiated with MDNR for each Property. Restrictions fall into several categories including land use, groundwater, disturbance, and construction. Depending on site-specific conditions, restrictions other than those listed here may be appropriate, and will be negotiated between the property owner and the department. Be specific in describing relevant or existing ordinances, statewide restrictions and/or local zoning if these AULs are being relied upon in any way as part of the RMP.

USE RESTRICTIONS:

- A. **Nonresidential Use or Construction Worker Use** (reference specific zoning ordinances): The Property currently meets the department standards for restricted nonresidential or construction worker use and, based on reports

on file at the department offices in Jefferson City, Missouri, the contaminants present pose no unacceptable present or future risk to human health or the environment based on restricted use of the Property. No further response action for the Property is required by the department as long as the Property is not to be used for residential or other purposes constituting unrestricted use. The Property shall not be used for purposes other than nonresidential or construction worker uses. If any owner desires in the future to use the Property for residential or other purposes constituting unrestricted use, the department must be notified 120 days in advance and further analyses and, as necessary, response action(s) will be required prior to such use. The Property may not be used in a manner that conflicts with this restriction.

- B. Nonresidential Use With Engineered Controls** (reference specific zoning ordinances): The Property currently meets the department standards for restricted nonresidential or construction worker uses and, based on reports on file at the department offices in Jefferson City, Missouri, the contaminants present pose no unacceptable present or future risk to human health or the environment based on restricted nonresidential or construction worker uses of the Property. The department requires no further response action for the Property as long as the Property is not used for residential or other purposes constituting unrestricted use. The Property is protective for restricted commercial or industrial uses as long as the **(insert engineering or other physical controls in place)** is/are maintained to prevent exposure. If any owner desires in the future to use the Property for residential or other purposes constituting unrestricted use, the department must be notified 120 days in advance and further analyses and, as necessary, response actions will be required prior to such use. The Property may not be used in a manner that conflicts with this restriction.

GROUNDWATER RESTRICTIONS:

- C. No Drilling or Use of Groundwater:** The groundwater beneath the Property contains contaminants at concentrations exceeding applicable risk-based standards. The owner of the Property shall prevent: use of and exposure to the groundwater; any artificial penetration of the groundwater-bearing unit(s) containing contaminants that could result in cross-contamination of clean groundwater-bearing units; installation of any new groundwater wells on the Property, except those used for investigative purposes; use of groundwater for drinking or other domestic purposes and the use of groundwater for purposes other than domestic purposes; release of groundwater to surface water bodies, whether such release is the result of human activities or is naturally occurring. Should a release of contaminated groundwater occur, the owner must take action to contain and properly dispose of such groundwater. [OPTIONAL IF NEEDED: Groundwater beneath the Property shall be monitored by the owner in accordance with

specific requirements of the department-approved monitoring plan unless or until the department approves any modifications].

- D. No Drilling or Use of Groundwater; Engineered Controls for Groundwater:** The groundwater beneath the Property contains contaminants identified in reports on file at the department offices in Jefferson City, Missouri at concentrations that exceed the risk-based standards of the department, and **(insert physical or engineering controls)** have been constructed in the area located on the map attached as “**Exhibit ()**.” The physical or engineering controls must remain in place and effective in accordance with the department-approved **(insert name of plan)** unless or until the department approves any modifications. Additionally, the owner of the Property must prevent: use of and exposure to the groundwater; any artificial penetration of the groundwater-bearing unit(s) containing contaminants which could result in cross-contamination of clean groundwater-bearing units; the installation of any new groundwater wells on the Property, except those used for investigative purposes; the use of groundwater for drinking or other domestic purposes and the use of groundwater for purposes other than domestic purposes; and release of groundwater to surface water bodies, whether such release is the result of anthropogenic activities or is naturally occurring. Should a release of contaminated groundwater occur, the owner must take action to contain and properly dispose of such groundwater. [Groundwater beneath the Property shall be monitored by the owner in accordance with specific requirements of the department-approved monitoring plan unless or until the department approves any modifications].

DISTURBANCE RESTRICTIONS:

- E. No Disturbance of Soil:** Soil at the Property contains contaminants, as identified in reports on file at the department offices in Jefferson City, Missouri, at concentrations exceeding the department’s risk-based standards for **(Nonresidential or Construction Worker Use)** use **[in the areas shown on the map at Exhibit () attached hereto]**. Therefore, soil at the Property **[in the areas shown on the map at Exhibit () attached hereto]** shall not be excavated or otherwise disturbed in any manner without the written permission of the department. Should the owner desire to disturb soil at the Property **[in one or more of the areas shown on the map at Exhibit () attached hereto]**, the owner shall request approval to do so from the department at least 30 days before the soil disturbance activities are to begin. Based on the potential hazards associated with the soil disturbance activities, the department may deny the request to disturb the soils or may require specific protective or remedial actions before allowing such soil disturbance activities to occur. This requirement does not supercede other state and federal requirements, and may require other permits (e.g., water protection land disturbance).

- F. Disturbance of Soil Permitted Under Approved Soil Management Plan:** Soil at the Property contains contaminants, as identified in reports on file at the department offices in Jefferson City, Missouri, at concentrations exceeding the department's risk-based standards for **(Nonresidential or Construction Worker Use)** use **[in the areas shown on the map at Exhibit () attached hereto]**. Therefore, soil at the Property **[in the areas shown on the map at Exhibit () attached hereto]** shall not be excavated or otherwise disturbed in any manner unless under the provisions of the department-approved Soil Management Plan attached hereto as Exhibit _____.

CONSTRUCTION RESTRICTIONS:

- G.** Soil at the Property contains contaminants, as identified in reports on file at the department offices in Jefferson City, Missouri, at concentrations exceeding the department's risk-based standards for **(Nonresidential or Construction Worker Use)** use **[in the areas shown on the map at Exhibit () attached hereto]**. Therefore, no buildings may be constructed on the Property **[in the areas shown on the map at Exhibit () attached hereto]** except with the written approval of the department. Should the owner desire to construct a building on the Property **[in one or more of the areas shown on the map at Exhibit () attached hereto]**, the owner shall request permission to do so from the department at least 30 days before construction is anticipated to begin. Based on the potential hazards associated with the construction activities, the department may deny the request to construct or may require specific protective or remedial actions before allowing such construction activities to occur.

APPENDIX J-2
MODEL ORDINANCE FOR USE IN LONG-TERM STEWARDSHIP OF
CONTAMINATED SITES WHEN GROUNDWATER CONTAMINATION IS
PRESENT

Regulations setting forth procedures for determining risk-based remediation objectives may allow higher amounts of soil and/or groundwater contamination to remain in place where activity and use limitations (legal barriers to access) are established. Local ordinances prohibiting the use of groundwater for potable or other purposes and prohibiting the installation and use of new water supply wells are one type of control. Ordinances suitable for use as an effective control may serve as a part of a remediation plan, and they may demonstrate that contaminants of concern in soil and groundwater will meet applicable cleanup criteria. Ordinances also may be relied upon to exclude the groundwater ingestion exposure route from further consideration. Where there are no existing wells and where future uses of groundwater are prohibited, it is unnecessary to remediate contamination to levels based on domestic uses of groundwater.

To be recognized as part of a site remediation plan, an ordinance must provide a free-standing, self-contained enforceable legal barrier to contamination. It does not rely on any further action by local officials to be implemented, and those officials will be available for enforcement as necessary. The ordinance must effectively prohibit the installation and use of water wells.

Following is a model ordinance that satisfies the regulatory requirements for ordinances used to manage contaminants left in place above unrestricted use levels. Changes from this form may be allowed for specific local government conditions; however the basic requirements of the ordinance must be included and unencumbered. Local governments should assess their current and future water supply needs and resources before deciding whether the use of such ordinances is consistent with the long-range public water supply plan.

ORDINANCE NUMBER _____

**AN ORDINANCE PROHIBITING THE USE OF GROUNDWATER AS A
POTABLE WATER SUPPLY BY THE INSTALLATION OR USE OF POTABLE
WATER SUPPLY WELLS OR BY ANY OTHER METHOD**

WHEREAS, certain properties in the [City/County] of _____, Missouri have been used over a period of time for commercial/industrial purposes; and

WHEREAS, because of said use, concentrations of certain chemical constituents in the groundwater beneath the [City/County] may exceed groundwater quality standards for drinking water or other uses described in Missouri water quality standards 10 CSR 20-7.031 or other criteria established as risk-based remediation cleanup standards described in Missouri's Departmental Risk-Based Corrective Action Technical Guidance or any applicable rules and regulations; and

WHEREAS, the [City/County] of _____ desires to limit potential threats to human health, public welfare and the environment from groundwater contamination while facilitating the redevelopment and productive use of properties that are the source of said chemical constituents;

NOW, THEREFORE, BE IT ORDAINED BY THE [CITY COUNCIL/COUNTY COMMISSION] OF THE [CITY/COUNTY] OF _____, MISSOURI:

Section One. Prohibitions.

The use of groundwater as a potable water supply is prohibited. The use or attempt to use groundwater from within the corporate limits of the [City/County] of _____ by the operation, installation or drilling of wells or by any other method is hereby prohibited. The [City/County] of _____ may operate existing groundwater wells if authorized through a Memorandum of Agreement described in Section Four.

Section Two. Penalties and Injunctive Relief.

Any person violating the provisions of this ordinance shall be subject to a fine of up to _____ for each violation. Any person that violates this ordinance must close the well within thirty (30) days by methods specified in regulation by the state. The city/county will close any well that is not closed within thirty (30) days, and may recover the costs of completing the closure from the owner of the property on which the well is located.

Section Three. Definitions.

"Person" is any individual, partnership, co-partnership, firm, company, limited liability company, corporation, association, joint stock company, trust, estate, political subdivision, or any other legal entity, or their legal representatives, agents or assigns.

Section Four. Memorandum of Agreement.

The [Mayor/Commission] of the [City/County] of _____ is hereby authorized and directed to enter into a Memorandum of Agreement with the Missouri Department of Natural Resources (department) for tracking remediated sites and notifying the department of changes to this ordinance.

Section Five. Repealer.

All ordinances or parts of ordinances in conflict with this ordinance are hereby repealed insofar as they are in conflict with this ordinance.

Section Six. Severability.

If any provision of this ordinance or its application to any person or under any circumstances is adjudged invalid, such adjudication shall not affect the validity of the ordinance as a whole or of any portion not adjudged invalid.

Section Seven. Effective date.

This ordinance shall be in full force and effect from and after its passage, approval and publication as required by law.

ADOPTED: _____
(Date) (City Clerk)

APPROVED: _____
(Date) (Mayor)

Officially published this _____ day of _____, 20__.

APPENDIX J-3

INSTITUTIONAL CONTROL CONTRACT

_____ has entered into a Letter of Agreement pursuant to the [specific authority for cleanup Program, citing statute], with the Missouri Department of Natural Resources (the department) for (name of facility or site, hereafter "site"), a site of environmental contamination located at (address of facility or site) in the city (town, village) of _____, _____ County, Missouri.

The site has been remediated to a level safe for its current or intended use as specified in the department-approved risk management plan provided that certain risk reduction and exposure control measures remain in place. The department has an obligation to protect human health and the environment and to assure that all of the risk reduction and exposure control measures in the risk management plan (and any amendments thereto) remain intact, functional, and able to serve their intended purposes.

NOW THEREFORE, [insert name of Property owner], [insert mailing address of owner], (hereafter referred to as the "Owner") hereby agrees that:

1. The Owner shall pay to the department a one-time fee of \$_____ to be used to fund regular inspections of the risk reduction and exposure control measures implemented at the site for as long as necessary.
2. The Owner agrees to execute and file with the _____ County Recorder of Deeds a Restrictive Covenant and Grant of Access pertaining to restrictions of property usage and management of the contamination.
3. The Owner shall file this Agreement and the Restrictive Covenant and Grant of Access with the _____ County Recorder of Deeds within five (5) days of execution of this Agreement and provide to the department evidence of such recording, to include a true copy of the documents as filed and stamped by the _____ County Recorder of Deeds.
4. A copy of the Letter of Completion shall be filed by the Owner with the _____ County Recorder of Deeds in the chain of title for this property. If the department determines that the Owner has failed to comply with the terms of this Agreement or the Restrictive Covenant and Grant of Access or fails to comply with the terms of the Letter of Completion or fails to comply with the department-approved risk management plan, the Letter of Completion as provided by the department pertaining to this site may be rescinded and deemed null and void at the discretion of the department. In this event, a notice shall be filed in the property chain of title by the department with the _____ County Recorder of Deeds. This notice shall be attached to a copy of the Letter of Completion Letter.

The undersigned person executing this Agreement on behalf of the Owner represents and certifies that he or she is duly authorized and have been fully empowered to execute and deliver this Agreement.

IN WITNESS WHEREOF, the Owner of the site has caused this Agreement to be executed on this _____ day of _____, 20____.
Signed in the presence of Property Owner subscribed and acknowledged.

Signature of Owner
Subscribed and acknowledged before me this ____ day of _____,
20_____.

Notary Public
My commission expires _____.

IN WITNESS WHEREOF, the Missouri Department of Natural Resources has caused this Agreement to be executed on this _____ day of _____, 20____.

Signed in the presence of the Missouri Department of Natural Resources subscribed and acknowledged.

Director
Hazardous Waste Program
Missouri Department of Natural Resources

Subscribed and acknowledged before me this _____ day of _____, 20____.

Notary Public

My commission expires _____.

APPENDIX J-4 MODEL NOTIFICATION LETTER

Letter template for use by site owner/operator or remediation applicant to satisfy the requirements of the [rule]:

NOTICE

[Date]

[Address]

Dear *[Adjacent Property Owner]* *[Unit of Local Government]*:

[Name of person or entity performing remediation] is performing an environmental response action at *[name and physical address of site (not a P.O. Box)]*. The response action is being performed because *[state the nature of the release]*. The response action consists of *[describe the nature of the response action]*.

To protect human health, public welfare and the environment, Missouri regulations require that *[name of person or entity performing remediation]* either clean up the site, including groundwater contamination, or demonstrate that the groundwater in the area of the release will not be used as potable water. (“Groundwater” is the water beneath the ground stored in the pores of soil and rock; some communities and homeowners pump this water out of wells to supply potable water. “Potable” means fit for human consumption including drinking, bathing, preparing food, washing dishes, and so forth.) The *[name of unit of local government, address]* has an ordinance prohibiting the use of groundwater for potable water. Under Missouri regulations, local ordinances that effectively prohibit use of existing potable water supply wells, and the installation and use of new potable water supply wells may use those ordinances to support groundwater remediation objectives ([rule]). The Missouri Department of Natural Resources (“the department”) has determined that the ordinance adopted by *[name of unit of local government]* meets the regulatory requirements. This ordinance has been used by the department in reviewing *[name of person or entity performing remediation]* in support of the remediation objectives as part of this response action.

Your property, *[legal description or reference to a plat showing boundaries]*, is included in the area affected by the ordinance. This means that you cannot install or use a private, potable water well on your property. Based on the remediation objectives established in reliance on this ordinance, groundwater beneath your property may not be suitable for human consumption due to existing contamination. Missouri regulations require that you be notified of these facts. The ordinance may be found at *[citation to unit of local government’s municipal code]*. If you wish to obtain a copy of the ordinance, please contact *[unit of local government, address and phone number]*.

To learn more about *[name of site]*, please contact either *[name of contact person, address and phone number]*, or the Missouri Department of Natural Resources, Hazardous Waste Program project manager, *[assigned project manager, address and phone number]*. You may also obtain a copy of the complete department file on *[name of site]*. To do so, you will need to submit a written request with your signature to the [Custodian of Records], Missouri Department of Natural Resources, Hazardous Waste Program, P.O. Box 176, Jefferson City, MO 65102. When you request a copy of the file, please reference the file heading shown below:

[Missouri Inventory Number/County

Site Name/City

Site Address

Agency Site Number]

Sincerely,

[Name of person or entity performing remediation]